

**U.S. GOVERNMENT  
LEASE FOR REAL PROPERTY**

DATE OF LEASE:

APR 16 2010

LEASE No. GS-09B-02345

THIS LEASE, made and entered into this date between **Camacho Family Partnership**

whose address is: P.O Box 3509  
Hagatna, Guam 96932-3509

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:  
4,222 rentable square feet (r.s.f.), yielding approximately 4,011 ANSI/BOMA Office Area square feet and related space located on the first Floor (Bay 102 & 103) at the Lot 5206-REM-3-3NEW-2-1 Buiding, 231 B. Pangelinanan Way, Barrigada, Guam 96932-3509, together with 4 onsite outside reserved parking spaces, as depicted on the attached Exhibit A: Site/ Parking Plan, and Exhibit B: First Generation Blue Lines to be used for SUCH PURPOSES AS DETERMINED BY THE GENERAL SERVICES ADMINISTRATION.
2. PARAGRAPH 2 IS INTENTIONALLY OMITTED
3. The Government shall pay the Lessor annual rent of \$238,666.04 at the rate of \$19,888.84 per month in arrears for years one (1) through four (4). For years five (5) through ten (10) the Government shall pay the Lessor annual rent of \$155,242.94 at the rate of \$12,936.91 per month in arrears.

Rent for a lesser period shall be prorated.  
Rent checks shall be payable to:

Camacho Family Partnership  
P.O. Box 3509  
Hagatna, Guam 96932-3509

4. The Government may terminate this lease in whole or in part effective any time on or after the fourth (4<sup>th</sup>) year firm term of this lease giving at least 90 days' prior notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. PARAGRAPH 5 IS INTENTIONALLY OMITTED

6. The Lessor shall furnish to the Government as part of the rental consideration, the following:

- A. The parking space(s) described in Paragraph 1 and parking spaces required by local code.
- B. All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas, and related facilities ready for occupancy in accordance with the requirements of this lease and the Government's approved Design Intent Drawings. Rent is subject to adjustment in accordance with Paragraph 3.3, "Tenant Improvement Rental Adjustment" of the SFO. All cost associated with services, utilities, maintenance, repair, replacement, inspections, improvements and other requirements as required by the Solicitation For Offers No. GS-09B-02345 and its attachments.
- C. Adequate space for telecommunications antennae and transmission devices in accordance with Paragraph entitled, "Telecommunications: Local Exchange Access," of the Solicitation for Offers.

7. The following are attached and made a part hereof:

All terms, conditions, and obligations of the Lessor and the Government as set forth in the following:

- a) The Solicitation For Offers Number GS-09B-02345 (pages 1-43) (all references to SFO shall also refer to any Special Requirements and Amendments);
- b) Site Plan/ Parking Plan (Exhibit A) (pages 1 of 1);
- c) First Generation Blue Lines (Exhibit B) (pages 1 of 1);
- d) NFPA 750 Standard on Water Mist Fire Protection Systems 2006 Edition (pages 1-73);
- e) Special Requirements entitled, "████████████████████" (pages 1-13);
- f) GSA Form 3517 (pages 1-33);
- g) GSA Form 3518 (pages 1-7);
- h) Sheet no. 1-4 containing Paragraphs 9-24;

8. The following changes were made in this lease prior to its execution:

Paragraphs 2 and 5 of this STANDARD FORM 2 were deleted in their entirety. Paragraphs 9 through 24 have been added. The words "in whole" have been added after the word "lease" in Paragraph 4 prior to lease execution. The words "on or after the fourth (4th) year firm term" have been added after the word "time" in Paragraph 4 prior to lease execution.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR: Camacho Family Partnership

BY

(Signature)

(Signature)

IN PRESENCE OF:

(Signature)

(Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION, Public Buildings Service:

BY

CONTRACTING OFFICER, GSA

9. **TO HAVE AND TO HOLD** the Premises with their appurtenances for the term beginning on the day the space is accepted by the Government as complete and ready for occupancy through the following ten (10) years, four (4) years firm term in accordance with Paragraph 18 entitled "Acceptance of Space" herein, subject to termination rights as may be hereinafter set forth.

10. **SECTION 5.10 OF THE SOLICITATION FOR OFFERS NO. GS-09B-02345, "CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (MARCH 2007):** All of section 5.10 if the Solicitation For Offers, No. GS-09B-02345, entitled "CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS (March 2007)", is hereby deleted in its entirety and replaced with the following:

A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Government as stated in the lease. The schedule shall be divided into 5 tasks for each phase. These are: 1) the Lessor's generation of the Government's construction documents; 2) the Government's review of the construction documents; 3) the TI submittal, review and Notice to Proceed (NTP) process; 4) the Lessor's construction of the subject leased area; and 5) the Government's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to "approval" shall mean such approval granted by the GSA Contracting Officer. During the construction schedule, the Government may request regularly scheduled progress meetings and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Government's directives conflict. In such cases, the Lessor shall immediately notify the GSA Contracting Officer so that the Government may issue a determination as to how to proceed beyond the building shell.

**B. WORKING/CONSTRUCTION DRAWINGS:**

The Lessor shall prepare, as part of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Government-approved design intent drawings. The working/construction drawings shall include engineered drawings of an automatic misting fire sprinkler system in accordance to the specifications as outlined in the attachment to this lease entitled, "NFPA 750 Standard on Water Mist Fire Protection Systems 2006 Edition" (pages 1-73), all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Government-demised area, and be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Government-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Government within 20 working days of the Government's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others.

**C. REVIEW OF WORKING/CONSTRUCTION DRAWINGS:**

The Government retains the right to review, and request modifications (if necessary) to, the Lessor's construction documents prior to the Lessor's commencement of interior construction. The Government's review of the construction documents is limited to the construction documents' conformance to the specific requirements of the SFO and to the approved design intent drawings. The Government shall perform all reviews of construction documents within 10 working days of receipt of such from the Lessor. Should the Government require that modifications be made to the Lessor's construction documents, the Government shall state such in writing to the Lessor, and the Lessor shall have 5 working days to cure all noted defects before returning the construction documents to the Government for a subsequent review. Upon complete Government review for conformance of the construction documents to the design intent drawings, the Lessor shall obtain the necessary permits. Notwithstanding the Government's review of the construction documents, the Lessor is solely responsible and liable for the technical accuracy of the construction documents in meeting all requirements and provisions of the lease and the Government-approved design intent drawings. The Lessor shall obtain the necessary permits and may commence construction of the shell space.

**D. TENANT IMPROVEMENTS PRICE PROPOSAL**

Within 15 working days of Government review for conformance of the construction drawings, the Lessor must submit the written price proposal along with the documentation of the competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph in this section) and for any costs or credits to the Government that are beyond the scope of the original SFO and its attachments. Any work shown on the construction documents that is building shell shall be clearly identified and priced as such. After negotiation and acceptance of the Tenant Improvements price, **A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR**, and the Lessor shall commence construction of the Tenant Improvements.

**E. CONSTRUCTION OF TENANT IMPROVEMENTS:**

The Lessor shall construct all Tenant Improvements in accordance with 1) the Government reviewed working/construction drawings and 2) all terms and conditions of the SFO. The Lessor shall complete Tenant Improvements within 60 working days of receiving the notice to proceed from the Government. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within 5 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Government contractors to

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SHEET NUMBER 3 ATTACHED TO AND FORMING A PART OF LEASE NO. GS-09B-02345

the construction schedule shall be revised to afford the Government sufficient time to review and resolve the difference.

- C. The construction schedule required in Paragraph 5.10 (E), "Construction of Tenant Improvements," of the SFO shall also include adequate time for additional review by the Government of revised Working Drawings/Construction Drawings. All references to "working days" in Paragraph 5.10, "Construction Schedule and Acceptance of Tenant Improvements" of the SFO shall not include the period from December 15 through January 1 of any calendar year.
- D. In addition to the submission requirements specified under Paragraph 5.10, "Construction Schedule and Acceptance of Tenant Improvements," Lessor shall provide to the Government the final total costs of the completed Tenant Improvements in CSI format 20 working days prior to "Substantial Completion" The space will not be considered acceptable for inspection until the Government receives the final tenant improvement costs.

18. INSPECTION OF PREMISES:

- A. The Lessor shall notify the Government 30 calendar days in advance of the anticipated substantial completion date as defined in Paragraph 1 of the GSA Form 3517. Within working days after the date the Lessor notifies the Government that the space is "substantially complete," the Government shall inspect the Premises and appurtenances. Within five working days after the inspection, the Government shall notify the Lessor of any deficiencies in the Premises and appurtenances and the Lessor shall thereafter diligently pursue remedying any defects. If any subsequent Government inspection is required to confirm conformance with the results of a prior inspection, any such subsequent inspection and notification of the results of such inspection shall be made in accordance with the foregoing procedure and the time frames.
- B. The period during which rent shall be deemed to have commenced for the Premises shall be the date that the entire space is accepted for occupancy by the Government (or the date accepted for occupancy, subject to completion of a written punchlist of items not materially affecting beneficial occupancy which are yet to be finished). Any items to be completed or corrected that have been identified at the acceptance of the space as a punchlist item and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
- C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

19. ACCEPTANCE OF SPACE:

- A. The following is added to Paragraph 5.10 F (1), "Acceptance of Space and Certificate of Occupancy": Subsequent Government inspections and notification of the results of such inspections shall be made in accordance with the foregoing procedure. Time frames for subsequent inspections will be established by the Government.
- B. Any items that have been identified at the acceptance of the space as punchlist items to be completed or corrected and which do not affect beneficial occupancy shall be completed by the Lessor within 30 calendar days of acceptance.
- C. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

20. OCCUPANCY REPORTS:

- A. Building Systems: In accordance with Paragraph 8.2, "Building Systems" of the SFO, the Lessor shall furnish at no cost to the Government the required building system report prior to the Government's occupancy of the Premises.
- B. Acoustical Requirements: In accordance with Paragraph 6.6, "Acoustical Requirements" of the SFO, the Lessor shall furnish at no cost to the Government a required acoustical report prior to the Government's occupancy of the Premises.
- C. Schedule of Periodic Services: In accordance with Paragraph 4.8, "Schedule of Periodic Services," of the SFO, the Lessor shall furnish at no cost to the Government the required schedule of periodic services and maintenance to be performed other than daily, weekly, or monthly prior to the Government's occupancy of the Premises.

21. UNAUTHORIZED IMPROVEMENTS: All questions pertaining to this lease agreement shall be referred in writing to the General Services Administration Contracting Officer. This contract is between GSA and **Camacho Family Partnership**. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. **If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation.**

- 22. Wherever the words "Offeror", "Lessor" or "successful offeror" appear in this Lease, they shall be deemed to mean "Lessor"; wherever the words "solicitation", "Solicitation for Offers", or "SFO" appear in this Lease, they shall be deemed to



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mean "this Lease"; wherever the words "space offered for lease" appear in this Lease, they shall be deemed to mean "Premises".

23. **WAIVER OF RESTORATION:** The Lessor hereby waives, releases and discharges, and forever relinquishes any right to make a claim against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the leased premises during the term of the lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the leased premises, including cabling, or removal thereof, during the term of this lease (including any extensions thereof), where such alterations or removals are performed by the Lessor or by the Government with the Lessor's consent, which shall not be unreasonably withheld. The Government may, at its sole option, abandon property in the leased space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.
24. **FIRE MIST SYSTEM CONSTRUCTION DOCUMENT AND INSTALLATION COST ALLOCATIONS:** In accordance with the attachment entitled, "NFPA 750 Standard on Water Mist Fire Protection Systems 2006 Edition (pages 1-73), a licensed engineer will derive and draft Construction Drawings for the purposes of adding a water mist fire protection system into the leased premises. The costs for completed Construction Documents, pertaining to the water mist fire protection system, shall be 70% Tenant cost and 30% Lessor cost. The water mist system equipment and complete installation costs shall be 70% Tenant cost and 30% Lessor cost. Equipment and installation costs shall not be associated with items found in SFO paragraph 11.2 entitled, "SPECIAL REQUIREMENTS: 2 power generator (SHELL COST)" or SFO paragraph 11.3 entitled, "SPECIAL REQUIREMENTS: 3 emergency potable water supply (SHELL COST)".

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